

Request for Quotation

BHS70096

FREIGHT TERMS

ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE. .

HEALTH AND HUMAN RESOURCES BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA 01/31/2007 **BID OPENING DATE:** 02/28/2007 BID OPENING TIME 01:30PM AMOUNT ITEM:NUMBER UNIT PRICE QUANTITY UOP LINE 099-00-01-001 0001 EA 1.250.33 500 092 ,64 400 LICENSE - CACHE 5.2 ENTERPRISE MULTISERVER TO PROVIDE CACHE 5.2 ENTERPRISE MULTISERVER, OR EQUAL, PLATFORM SPECIFIC FOR 400 CONCURRENT USERS ON X86 - 32 BIT (WINDOWS). MUST BE ABLE TO WORK IN A WINDOWS PLAT-FORM. MUST INCLUDE ONE YEAR SUPPORT AND MAINTENANCE -CACHE TECHNICAL ASSISTANCE AND SOFTWARE UPDATES. THE INTERSYSTEMS CACHE PRODUCT ENABLES RAPID WEB APPLICATION DEVELOPMENT CREATING UNIFIED DATA ARCHITECTURE. IT MUST WORK ON BOTH AN MS WINDOWS PLATFORM AND BE COMPATIBLE WITH OPEN VISTA. SEE ATTACHED BID/COST SHEET THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



Request for Quotation

SH-P TO

BHS70096

ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE, ler Sustems Carporation

HEALTH AND HUMAN RESOURCES BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

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Request for Quotation

BHS70096

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ADDRESS:CORRESPONDENCE:TOATTENTION:OF

ROBERTA WAGNER 304-558-0067

red copy type name/address here Intersystems Corporation One Memorial Drive Cambridge MA 221/2

HEALTH AND HUMAN RESOURCES
BBH/HF
VARIOUS LOCALES AS INDICATED
BY ORDER

SHIP VIA FOB. FREIGHT TERMS DATE PRINTED TERMS OF SALE 01/31/2007 **BID OPENING DATE:** BID OPENING TIME 01:30PM 02/28/2007 UNITPRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 304-558-4115 FAX: EMAIL: RWAGNEROWVADMIN.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT FAILURE TO PROVIDE LITERATURE AND SPECIFICATIONS. INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR INREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATUR 2/26 ADDRESS CHANGES TO BE NOTED ABOVE `04-2639026

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



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

BHS70096

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.....Address:correspondence:toxattention:of

ROBERTA WAGNER 304-558-0067

BBH/

HEALTH AND HUMAN RESOURCES
BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

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



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BHS70096

**ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHTTERMS 01/31/2007 **BID OPENING DATE:** 02/28/2007 BID OPENING TIME 01:30PM UNITPRICE QUANTITY ITEM NUMBER AMOUNT UOP LINE 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF (A) RESCIND THE CONTRACT OR PURCHASE PURCHASING TO: ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY BIDDER: REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



Request for Quotation

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ROBERTA WAGNER

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Request for Quotation

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BHS70096

PAGE 7

ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

ROBERTA WAGNER 304-558-0067

REQ COPY TYPE NAME/ADDRESS HERE Intersystems Curporation One Memorial Prive Cambridge, MA 02442

HEALTH AND HUMAN RESOURCES
BBH/HF
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRIN | | TEF | IMS OF SAL | E | SHIP VIA | | F.O.B | | FREIGHTTER | iMS |
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BHS70096 - BID/COST SHEET

| QUANTITY | ITEM | | COST |
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| 400 | License – Cache 5.2 Enterprise multiserver, platform specific for 400 concurrent users on x86 – 32 bit (Windows) or equal | # | 409,912,00 |
| For 400 Users | One (1) year support and maintenance – Cache (or equal) Technical Assistance and Software Support | * | 90,180.bf |
| For 400 Users | *Second year support and maintenance – Cache (or equal) Technical Assistance and Software Support | \$ | 93,336.96 |
| For 400 Users | *Third year support and maintenance – Cache (or equal) Technical Assistance and Software Support | 4 | 96,603.76 |

^{*}Upon mutual agreement of renewal.

The award of this contract (BHS70092) will be based only upon the initial cost of the License and year one (1) of support and maintenance (Cache "or equal" technical assistance and software support). The second and third years cost of support and maintenance, shall be provided, but will not be considered in the evaluation.

ATTACHMENT P.O.# BHS70096

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

| Agreed | | |
|----------------------|-----------------|------|
| Signature Salso 7 | Signature | Date |
| DIR OF TINANCE Title | Title | |
| THTER SYSTEMS | Agency-Division | |

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

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

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

| ACCEPTED BY: STATE OF WEST VIRGINIA | VENDOR la la Cucle as Musacakin |
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| Signed: | Signed: |
| Title: | Title: // Se of tinance |
| Date: | Date: 2/24/06 |

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

| Vendor's Name: MERSUSTEMS COSPORATION | |
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| Authorized Signature: \(\int \) (\(\lambda \) (\(\lambda \) (\(\lambda \)) | Date: <u> </u> |
| | /- / |
| No Debt Affidavit (Revised 10/13/06) | |



Request for Quotation

BHS70096

PAGE 1

ADDRESS:CORRESPONDENCE TO:ATTENTION:OF

ROBERTA WAGNER 304-558-0067

RFO COPY
TYPE NAME/ADDRESS HERE.

InterSystems Corporation
One Memorial Brive
Cambridge, MA 02142

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HEALTH AND HUMAN RESOURCES
BBH/HF
VARIOUS LOCALES AS INDICATED
BY ORDER

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract,
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



RFO COPY

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

Type NAME/ADDRESS HERE, InterSystems Corporation One Memorial Drive Cambridge, MA 01142

Request for Quotation

BHS70096

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

FREIGHTTERMS TERMS OF SALE SHIP VIA DATEPRINTED 01/31/2007 BID OPENING DATE: BID OPENING TIME 01:30PM 02/28/2007 AMOUNT ITEM:NUMBER UNIT PRICE QUANTITY. UOP LINE WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY 2/13/2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED VERBALLY. IF POSSIBLE, ADDRESS INQUIRIES TO: EMAIL QUESTIONS ARE PREFERRED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATUR ADDRESS CHANGES TO BE NOTED ABOVE

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



HOUZEK

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

Request for Quotation

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ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES
BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

REQ COPY TYPE NAME/ADDRESS HERE Intersystems Corporation One Memorial Drive Cambridge, MA 02142

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Request for Quotation

BHS70096

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*Address:Correspondence#io/Afrienthon:OF

ROBERTA WAGNER 304-558-0067

REQ COPY TYPE NAME/ADDRESS HERE Intersystems Corporation One Memorial Drive

HEALTH AND HUMAN RESOURCES
BBH/HF
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Request for

BHS70096

ROBERTA WAGNER 304-558-0067

RFQ COPY Intersystems Corporation One Memorial Drive Combildae, MA 02142 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

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Request for Registration Request for Registration Registr Quotation

BHS70096

FREIGHTTERMS

DDRESS:CORRESPONDENCE:TO:ATTENTION:OF:

ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE 01/31/2007 BID OPENING TIME 01:30PM BID OPENING DATE: 02/28/2007 CAT. UNIT PRICE AMOUNT ITEM:NUMBER QUANTITY UOP LINE DATE: SIGNED: TITLE: * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 A CONVENIENCE COPY WOULD BE APPRECIATED THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID ROBERTA WAGNER 22 BUYER: SEE REVERSE SIDE FOR TERMS AND CONDITIONS Obas ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO REQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



Request for Quotation

BHS70096

FREIGHTTERMS

ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES

VARIOUS LOCALES AS INDICATED BY ORDER

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| BID OPENING DATE: 02/28/2007 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 240 193 4335 CONTACT PERSON, (PLEASE PRINT CLEARLY): Jim 1/2-1/9_ *********************************** | | | | 20070004 | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | RFQ. NO.: | | BHS/0096 | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 240 193 435 CONTACT PERSON, (PLEASE PRINT CLEARLY): Jim Herriga ******* THIS IS THE END OF RFQ BHS70096 *********************************** | | BID OPENING | DATE: | 02/28/2007 | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 240 193 435 CONTACT PERSON, (PLEASE PRINT CLEARLY): Jim Herriga ******* THIS IS THE END OF RFQ BHS70096 *********************************** | | RID OPENING | TTME: 1:3 | O PM | | |
| TO CONTACT YOU RESARDING YOUR BID: 240 793 4335 CONTACT PERSON (PLEASE PRINT CLEARLY): 1 | | D10 01 2112110 | | | | |
| TO CONTACT YOU RESARDING YOUR BID: 240 793 4335 CONTACT PERSON (PLEASE PRINT CLEARLY): 1 | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): Jim Jiedila ******* THIS IS THE END OF RFQ BHS70096 *********************************** | | PLEASE PROV | DE A FAX I | UMBER IN CASE IT | IS NECESSARY | |
| CONTACT PERSON, (PLEASE PRINT CLEARLY): ################################### | | TO CONTACT | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE Jim fietila ******* THIS IS THE END OF RFQ BHS70096 *********************************** | | | 240 122 | <i>4d,22</i> | | , |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 1 621 0605 DATE 2/26/67 | | CONTACT DED | SON (PIEASI | PRINT CLEARLY): | | |
| ***** THIS IS THE END OF RFQ BHS70096 ***** TOTAL: 500,093.64 SEE REVERSE SIDE FOR TERMS AND CONDITIONS. SIGNATURE Why have the second field of the second field of the second field for the second | | (i | 1 1/2 16 1 | THE THE TENE | | |
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| SIGNATURE 621 000 2/26/01 | | | SEEP | | | |
| | 1. 4 | ///ach- | IEEB C | <u> </u> | 621 0600 | 2/26/01 |
| WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR' | I III O TATIV | of Mnance | 14-26-19 | 1016 | | |

BHS70096 - BID/COST SHEET

| OUANTITY | ITEM | | COST |
|---------------|---|----|------------|
| 400 | License – Cache 5.2 Enterprise multiserver, platform specific for 400 concurrent users on x86 – 32 bit (Windows) or equal | # | 409,912,00 |
| For 400 Users | One (1) year support and maintenance – Cache (or equal) Technical Assistance and Software Support | * | 90,180.bf |
| For 400 Users | *Second year support and maintenance – Cache (or equal) Technical Assistance and Software Support | \$ | 93,336.96 |
| For 400 Users | *Third year support and maintenance – Cache (or equal) Technical Assistance and Software Support | \$ | 96,603.76 |

^{*}Upon mutual agreement of renewal.

The award of this contract (BHS70092) will be based only upon the initial cost of the License and year one (1) of support and maintenance (Cache "or equal" technical assistance and software support). The second and third years cost of support and maintenance, shall be provided, but will not be considered in the evaluation.

ATTACHMENT P.O.# BHS70096

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

| Agreed | | |
|----------------------------|-----------------|------|
| Signature Slaufo 7 | Signature | Date |
| DIR OF FINANCE Title | Title | |
| TATER SYSTEMS Company Name | Agency-Division | - |

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

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

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

| ACCEPTED BY: STATE OF WEST VIRGINIA | VENDOR Company Name: Her Systems Corporation |
|-------------------------------------|--|
| Spending Unit: | Company Name: MATO ASTOLIS LOI COLO |
| Signed: | Signed: |
| Title: | Title: / Die of Jinanel |
| Date: | Date: |

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

| Vendor's Name: Mersystems Corporation | | |
|---------------------------------------|---------------|--|
| Authorized Signature: | Date: 2/24/07 | |
| Authorized Signature | | |