

VEZDOR

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

Request for Quotation

RFQ NUMBER BHS12008 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 804-558-0067

*404115008 703-657-6133 FOUR POINTS TECHNOLOGY LLC 14900 CONFERENCE CTR DR # 100

CHANTILLY VA 20151 HEALTH AND HUMAN RESOURCES BBH/HF ROOM 350 350 CAPITOL STREET CHARLESTON, WV 25301-3702 304-558-3672

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BBH/HF
ROOM 350
350 CAPITOL STREET
CHARLESTON, WV
25301-3702 304-558-3672

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

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 08/18/2011 BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM CAT. **UNIT PRICE** AMOUNT LINE QUANTITY UOP ITEM NUMBER FAX: 304-558-4115 E-MAIL: ROBERTA.ALWAGNER@WV.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 DR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE information for any alternates may be grounds for REJECTION OF THE BID. THE STATE RESERVES THE RIGHT ro waive minфr irregularities in bids or specifications IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST JIRGINIA LEG ${
m I\!E}$ SLAT ${
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BHS12008-Specifications

Vendor will be responsible for Software Updates and Technical Assistance (SUTA) for Cache Enterprise Platform, Specific Multiserver GSA Part Number ISC-C04-115 "or equal". Must be able to work in a windows platform.

CACHE is the data base manager and compiler for the VistA software utilized by the State run hospitals. In order to migrate to a supported version of CACHE, BHHF must first re-instate CACHE SUTA. It must be compatible with both MS Windows platform and Open VistA.

BHS12008 - BID/COST SHEET

QUANTITY	ITEM	COST	TOTAL	_
400	One (1) year support and maintenance – Cache (or equal) Technical Assistance and Software Support Per User	\$224.50	#89,800.00 BILLED MON	HUY
400	*Second year support and maintenance – Cache (or equal) Technical Assistance and Software Support Per User	YEAR ONE UNIT PRICE +	YEAR ONE FOTAL +	
400	*Third year support and maintenance – Cache (or equal) Technical Assistance and Software Support Per User	012	CPI-U* BILLED MONT YEAR TWO TOTAL + CPI*U BILLED MONT	1109
	Reinstatement fee for SUTA	\$93.75	\$ 37,500 BILLED AT OF G	ORDER
	Grand Total		o	

*Annual CPI-U is defined as the Increase in the most correctly *Optional upon mutual agreement of renewal. avail able annual aggregate CPI-U measurement as specified in the US BLS consumer Price Index ALL

The award of this contract (BHS12008) will be based upon the initial cost of the one (1) UNBAW

The award of this contract (BHS12008) will be based upon the initial cost of the one (1) unsalw year of support and maintenance (Cache "or equal" technical assistance and software support) consumers plus the optional second and third years of support and maintenance and the reinstatement fee for Burners SUTA (if applicable) for a grand total amount.

FOUR POINTS TECHNOLOGY, LUC 9/14/2011
Vendor Name: Date:

This quote is good for thirty days after the "Opening Dute" listed on The First page of the RFG BHS 12008.

RFQ No. BHS 12008

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE Vendor's Name: +OUR Authorized Signature: State of VIRGINIA County of FAIRFAX , to-wit: Taken, subscribed, and sworn to before me this Hth day of Skiptenbe My Commission expires JUNE 30 REGISTRATION NO. 7237555 MY COMM. EXPIRES 06/30/2013 OF VIRGINAL COMM. AND VIRGINAL COMM.

State of West Virginia

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). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or, 3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's 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; or, 4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or, 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or, 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producting or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's empl		1.	Application is made for 2.5% resident vendor 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 corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4)
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's 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; or, 4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or, 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or, 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years. Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such	8	2.	Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years
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Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years. Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; 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 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: Four Power Steward of the Vendor Signed:		5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is
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authorizes the Department of 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: Four Points Technology Signed:		require agains	ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency
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Bidder: FOUR FOINTS TECHNOLOGY Signed: OVY TWOOD		and ad	ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
		Bidde	-: HOUR POINTS TECHNOLOGY' Signed: WY I WAS
Date: 14 201 Title: Contracts Manager *Check any combination of preference consideration(s) indicated above, which you are entitled to receive.			

ATTACHMENT P.O.# BHS 12008

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

Agreed Mass gluppon	21	*,
Signature Date	Signature	Date
Confructs Manager Title	Title	
FOUR POINTS TECHNOLOGY, LLE		
Company Name	Agency/Division	

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

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

- DISPUTES Any references in the agreement to arbitration or to the jurisdiction of any court 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. <u>FISCAL YEAR FUNDING</u> 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.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any
 other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction.

 Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name:
Signed:	Signed:
Title:	Title:
Date	Date:



VEZDOR

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

Request for Quotation

BHS12008

PAGE_

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

*404115008 703-657-6133 FOUR POINTS TECHNOLOGY LLC 14900 CONFERENCE CTR DR # 100

CHANTILLY VA 20151

HEALTH AND HUMAN RESOURCES
BBH/HF
ROOM 350
350 CAPITOL STREET
CHARLESTON, WV
25301-3702 304-558-3672

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VEZDOR

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

Request for Quotation

RFQ NUMBER BHS12008 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

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CHANTILLY VA 20151

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ADDENDUM #1

BHS12008

 Please confirm that the Bid Opening Date specified on this RFQ is actually the date at which the sealed bids will be opened for consideration (as opposed to the earliest date by which bids may be submitted.)

Response: Yes, the date listed as the Bid Opening Date is when the sealed bids will be opened for consideration.

 On page two of the RFQ, Exhibit 3 (Life of Contract) states that the contract "becomes effective on award." Is there a target date by which you expect the contract to be awarded?

Response: No there is not a targeted date for award of the contract.